



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ELSEVIER INC., ELSEVIER B.V., ELSEVIER  
LTD., and ELSEVIER MASSON SAS.,

Plaintiffs,

v.

PIERRE GROSSMAN, IBIS CORP.,  
PUBLICACOES TECNICAS  
INTERNACIONAIS, and JOHN DOE NOS. 1-  
50,

Defendants.

Civil Action No. 12-5121 (KPF)

**FIRST AMENDED COMPLAINT**

Plaintiffs Elsevier Inc., Elsevier B.V., Elsevier Ltd., and Elsevier Masson SAS  
(collectively “Elsevier”) for their complaint against defendants Pierre Grossman, IBIS Corp.  
 (“IBIS”), Publicacoes Tecnicas Internacionais (“PTI”), and John Doe Nos. 1-50, alleges:

**NATURE OF THE ACTION**

1. This case involves subscription fraud. Elsevier publishes many of the world’s leading scientific, technology, and medical journals. Elsevier sells its journals largely through subscriptions to two types of end users: (i) institutions, which pay full rates based on their larger expected readership, and (ii) individuals, who pay discounted rates. Defendants, through the use of co-conspirators and false names, have fraudulently purchased individual subscriptions to Elsevier’s journals for the purpose of reselling them at higher rates to institutions. In doing so, defendants pocketed substantial profits at Elsevier’s expense. Elsevier therefore seeks to recover its damages resulting from defendants’ violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), common law fraud, breach of contract and conversion.

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction over the first and second claims in this action pursuant to 28 U.S.C. § 1331 because they arise under 18 U.S.C. § 1962(c) and (d).

3. This Court has supplemental subject matter jurisdiction pursuant to 28 U.S.C. § 1367 over the third, fourth, fifth, and sixth claims in this action because they are so related to the claims within the original jurisdiction of this Court that they form part of the same case or controversy within the meaning of Article III of the United States Constitution.

4. This Court has personal jurisdiction over the defendants.

5. Venue is proper in this Court under 18 U.S.C. § 1965 and 28 U.S.C. § 1391(b).

### **THE PARTIES**

6. Plaintiff Elsevier Inc. is a Delaware corporation having its principal place of business at 360 Park Avenue South, New York, New York.

7. Plaintiff Elsevier B.V. is a corporation organized under the laws of the Netherlands, with its principal place of business at Radarweg 29, Amsterdam, 1043 NX, Netherlands.

8. Plaintiff Elsevier Ltd. is a corporation organized under the laws of the United Kingdom, with its principal place of business at 32 Jamestown Road, London, NW1 7BY, United Kingdom.

9. Plaintiff Elsevier Masson SAS is a corporation organized under the laws of France, with its principal place of business at 62, rue Camille Desmoulins, 92442 Issy les Moulineaux, France.

10. Plaintiffs publish scholarly books and journals in many fields of natural and social science.

11. Upon information and belief, defendant PTI is a corporation organized and existing under the laws of the Country of Brazil, with its principal place of business at Rua Peixoto Gomide 209, 01409 Sao Paulo, Brazil. Furthermore, upon information and belief, PTI also maintains an office at 100 Hilton Avenue, Garden City, New York.

12. Upon information and belief, defendant IBIS is a corporation organized under the laws of Brazil, with places of business at 147-10 70th Road P.O. Box 219, Flushing, New York; 100 Hilton Avenue, Garden City, New York; and Rua Peixoto Gomide 209, 01409 Sao Paulo, Brazil.

13. Upon information and belief, defendant Pierre Grossman is a natural person, a citizen and resident of the Country of Brazil, and the Chief Executive Officer of PTI and IBIS.

14. Defendants John Doe Nos. 1-50 are associates of defendants, and, upon information and belief, are relatives and/or business associates of PTI, IBIS, or Pierre Grossman.

**ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

**A. Elsevier's Business**

15. Elsevier publishes journals consisting primarily of peer-reviewed articles, written by one or more scholars, often based upon original research.

16. Elsevier invests heavily in publishing its journals. It incurs substantial costs for copyediting, proofreading, typesetting, printing, binding, distributing, marketing, and maintaining its editorial offices.

17. Elsevier sells its journals almost entirely through annual subscriptions, on a calendar year basis. The price of those subscriptions varies depending upon the type of subscriber. Elsevier charges institutions full rates, which are priced significantly higher than the amount it charges individuals. The standard institutional subscription price reflects the fact that

numerous people at the subscribing institutions, over the course of time, will read the journals. Elsevier offers subscriptions to individuals at rates that are discounted in comparison to rates charged to institutions, often as an accommodation to members of the scholarly societies that sponsor or own the journals that Elsevier exclusively publishes. Elsevier relies upon the income from the institutional subscriptions to make its journals economically feasible.

18. Elsevier is the sole source for new copies of its journals. Elsevier maintains a record of each institutional and individual customer. This enables it to provide customer support, pay royalties, and enhance its products for certain markets. Furthermore, Elsevier offers subscribers discounted rates for items such as electronic access. Thus, even if Elsevier were paid the full amount for subscriptions, it nevertheless is irreparably harmed by the loss of customer information.

19. Elsevier does not permit individuals to purchase journals at personal subscription rates to supply them to unidentified institutions for institutional use. Orders placed for individual rate journal subscriptions are governed by contracts that prohibit the individual from ordering on behalf of another undisclosed party or ordering to fulfill an order for an institution.

20. In addition to direct sales to individuals and institutions, Elsevier sells subscriptions through subscription agents. Subscription agents act as intermediaries between individuals and institutions, which are their customers, and journal publishers, such as Elsevier. Subscription agents can perform valuable services by removing from their customers the burden of extensive paperwork, while making payment and billing easier for publishers. Subscription agents understand the difference between individual and institutional subscriptions. Elsevier relies on the persons placing the subscription orders to identify truthfully the type of subscription they need, based on their status, as an individual or institution.

21. Elsevier provides agents with terms and conditions for orders on behalf of the institutional customers. These terms and conditions require that the agent identify the end user of each journal.

22. Additionally, as part of Elsevier's sales both to direct customers and to agents, the customer or agent represents and warrants that it is purchasing the subscription from Elsevier:

for its own account and use and not on behalf of any other person or entity. If Client is an agent, it represents and warrants that it is purchasing the Products and Services from Elsevier for the account and use of no more than one identified institutional subscriber as principal or, if the agent is permitted to order personal subscriptions in a representative capacity, for the account and use of no more than one identified eligible individual subscriber for valid personal use.

23. Elsevier suffers serious financial injury if it receives payment for institutional subscriptions at individual rates. A substantial decline in its income from journals could cause Elsevier to stop publishing one or more journals, or to reduce the amount of information it publishes in those journals. This would have an adverse impact on scholarship and, ultimately, scientific progress.

24. Elsevier takes orders for subscriptions by mail, telephone, facsimile and the Internet.

**B. Defendants' Fraudulent Acts**

25. Defendants have engaged in a fraud and a conspiracy to defraud that involves purchasing individual subscriptions from Elsevier at discounted rates to resell those subscriptions to institutions that pay higher rates. In doing so, defendants reap a substantial illegal profit, while depriving Elsevier of revenue and customer information.

26. The leader of the fraud is Pierre Grossman. Pursuant to his scheme, Pierre Grossman conspired with a group of conspirators - John Doe Nos. 1-50 (collectively, the "Subscribing Defendants").

27. The Subscribing Defendants have subscribed to certain journals published by Elsevier at individual rates from various states. Defendants obtained the journals by using the mail and interstate wires, and caused PTI and IBIS to resell them to institutions with which they had contacts at substantially higher rates. In doing so, the defendants engaged in interstate and international commerce.

28. Pierre Grossman also resold the fraudulently obtained journals to institutions with which he had contacts.

29. To conceal the fraudulent nature of their scheme, Pierre Grossman and the other Subscribing Defendants have placed orders for individual subscriptions using false names and/or addresses.

30. Pierre Grossman and the other Subscribing Defendants sent the journals to several addresses in furtherance of their fraud, including 100 Hilton Avenue, Unit 23M, Garden City, New York; and Rua Peixoto Gomide 209, 01409 Sao Paulo, Brazil.

31. The Subscribing Defendants fraudulently secured at least fifty individual subscriptions, intending to resell them to institutions at higher rates, and specifically intending to defraud Elsevier for the purpose of furthering the illegal activities of the Enterprise. Attached hereto as Exhibit A, and incorporated by reference as if set forth in full, is a chart listing the specific information regarding each subscription (including the name of the journal, the quantity ordered, the date of the subscription, the billing address for each subscription, the individual customer name and mailing address provided for each subscription, and in some cases the e-mail address provided for each subscription).

32. Upon information and belief, the defendant that placed each of the subscriptions described above misrepresented to Elsevier that each of the individual subscriptions was for the

account and use of no more than one identified eligible individual subscriber for valid personal use.

33. Upon information and belief, each of the defendants shared in the profits from the illicit scheme.

**C. Elsevier's Discovery of the Defendants' Fraud**

34. To detect and combat subscription fraud, Elsevier uses the services of a consultant that analyzes vast amounts of individual rate subscription data to identify unusual patterns indicative of fraud.

35. Patterns indicative of fraud include, but are not limited to, unusually large numbers of individual subscriptions, many times in unrelated fields, ordered in the same person's name, or an unusually large number of subscriptions ordered from, or delivered to, the same address. Often, the fraud is uncovered when the individual names and addresses are investigated and traced back to subscription agents perpetrating the fraudulent scheme using employee names, family members' names or the names of other confederates posing as legitimate subscribers.

36. Because the patterns of fraud are based on numerous subscriptions made over time, even through the exercise of due diligence, the patterns may not be discovered until years after the subscriptions are placed.

37. In approximately November 2009, Elsevier's consultant became aware of suspicions by another publisher client regarding individual rate subscriptions ordered by Grossman, PTI, and IBIS from that publisher. The consultant began investigating individual subscriptions sent to Grossman, PTI, and IBIS, as well as other individual subscriptions that were sent to other individuals but which shared common features, such as mailing addresses and/or e-mail addresses, with the subscriptions to Grossman, PTI, and IBIS.

38. In approximately November 2010, Elsevier's consultant identified a pattern of overlapping individual names, mailing addresses, and e-mail addresses in individual rate subscriptions of Elsevier journals involving PTI, IBIS, Grossman, his wife Camilla, his business associate Roberto Saad, and other individuals.

**FIRST CLAIM FOR RELIEF**  
**(RICO - 18 U.S.C. § 1962(c) Against All Defendants)**

39. Elsevier repeats paragraphs 1 to 38 with the same force and effect as if set forth in full.

40. At all relevant times, there was an association in fact between and among Pierre Grossman, PTI, IBIS, and the other Subscribing Defendants for the purpose of securing journal subscriptions at individual rates and reselling them to institutions at higher rates.

41. The association in fact described in the foregoing paragraph constitutes an "enterprise" within the meaning of 18 U.S.C. § 1961(4) ("Enterprise").

42. Each of the defendants has conducted or participated in the conduct of the affairs of the Enterprise through a pattern of racketeering activity that consists of two or more predicate acts.

43. Under the direction of Pierre Grossman, each of the Subscribing Defendants has conducted or participated in the conduct of the affairs of the Enterprise by fraudulently securing journal subscriptions at individual rates from Elsevier, and then arranging for the delivery of the journals to PTI, IBIS and/or Pierre Grossman using the United States Postal Service.

44. Pierre Grossman and the other Subscribing Defendants sent the journals to several common addresses in furtherance of their fraud, including 100 Hilton Avenue, Unit 23M, Garden City, New York; and Rua Peixoto Gomide 209, 01409 Sao Paulo, Brazil.

45. In addition, Pierre Grossman and the other Subscribing Defendants used common



e-mail addresses in connection with their fraudulent individual journal subscriptions.

46. Furthermore, the Subscribing Defendants secured electronic (internet) access to the journals, which they then provided to Pierre Grossman, IBIS, and/or PTI.

47. Pierre Grossman also conducted or participated in the conduct of the affairs of the Enterprise by reselling, or causing IBIS and/or PTI to resell the fraudulently obtained journals, both paper and electronic, to institutions at higher rates.

48. The Subscribing Defendants fraudulently secured at least fifty individual subscriptions, intending to resell them to institutions at higher rates, and specifically intending to defraud Elsevier for the purpose of furthering the illegal activities of the Enterprise. Attached hereto as Exhibit A, and incorporated by reference as if set forth in full, is a chart listing the specific information regarding each subscription (including the name of the journal, the quantity ordered, the date of the subscription, the billing address for each subscription, the individual customer name and mailing address provided for each subscription, and in some cases the e-mail address provided for each subscription.

49. Pierre Grossman and the other Subscribing Defendants fraudulently secured the individual subscriptions, as set forth in the preceding paragraph, through the use of the mails and/or wires. Each such instance of mail fraud or wire fraud constitutes a predicate act of “racketeering activity” under 18 U.S.C. § 1961 *et seq.*

50. Upon information and belief, Pierre Grossman and the other Subscribing Defendants, using real or fictitious names, secured the individual subscriptions, described in the foregoing paragraphs, intending to resell them to institutions at higher rates, and specifically intending to defraud Elsevier for the purpose of furthering the illegal activities of the Enterprise.

51. Upon information and belief, Pierre Grossman and the other Subscribing

Defendants misrepresented to Elsevier that each of the individual subscriptions was for the account and use of no more than one identified eligible individual subscriber for valid personal use.

52. Defendants secured each of the subscriptions described above with the intent to defraud Elsevier into providing an institutional subscription at an individual rate.

53. As part of their scheme to defraud, defendants intended that Elsevier would use the United States mail to ship each issue of each journal which defendants had fraudulently ordered as an individual subscription. Elsevier did, in fact, use the United States mail in the manner that defendants intended.

54. Pierre Grossman, IBIS, PTI, and the other Subscribing Defendants have a relationship such that one could infer the association in fact between them, rather than concluding that they merely engaged in parallel conduct. Upon information and belief, a number of the defendants share familial or business relationships, including but not limited to PTI, IBIS, and Pierre Grossman.

55. The Subscribing Defendants are associated with Pierre Grossman for the purpose of collectively engaging in the illegal activities of the Enterprise.

56. The activities of the Enterprise affect interstate or foreign commerce.

57. The acts of the Subscribing Defendants in fraudulently purchasing these journals and reselling them at higher rates were essential to the operation and management of the Enterprise because the Enterprise would not exist without persons performing this function.

58. Each of the individual subscriptions described above constitute predicate acts, which include acts of mail fraud, in violation of 18 U.S.C. § 1341, and wire fraud, in violation of 18 U.S.C. § 1343, in furtherance of their scheme of fraudulently securing subscriptions, many

using false names and addresses, to Elsevier's journals at individual rates and reselling them to institutions at higher rates.

59. The foregoing predicate acts were related, and continued over a substantial period of time, beginning as early as 2003 and continuing into 2011.

60. Moreover, given the annual nature of subscription renewals, the related predicate acts threaten to continue into the future.

61. By reason of the violation of 18 U.S.C. § 1962(c), and specifically the predicate acts of mail fraud and wire fraud described above, Elsevier has suffered a loss of subscription revenue and other revenue that constitutes injury to their business or property.

62. Elsevier's claims as to all of the fraudulent subscriptions are timely because it only discovered its injuries and the fraudulent scheme behind them within four years before this action was filed.

63. Elsevier is entitled to recover three times the amount of the damage to its business or property.

**SECOND CLAIM FOR RELIEF**  
**(RICO Conspiracy – 18 U.S.C. § 1962(d) Against All Defendants)**

64. Elsevier repeats the paragraphs numbered 1 to 63 with the same force and effect as if set forth in full.

65. Pierre Grossman, PTI, IBIS, and the Subscribing Defendants, between themselves and among each other, have agreed to conduct or participate in the conduct of the affairs of the Enterprise through a pattern of racketeering activity. Upon information and belief, Pierre Grossman and the Subscribing Defendants each agreed beginning, depending on the Subscribing Defendant, in 2003 through 2011 to commit two or more predicate acts of wire fraud and/or mail fraud, as alleged above, in furtherance of their scheme and to conduct the Enterprise through a

pattern of racketeering activity.

66. The agreement is evidenced by the coordinated efforts of Pierre Grossman, PTI, IBIS, and the Subscribing Defendants in achieving the illegal objectives of the Enterprise. The Subscribing Defendants, under the direction of Pierre Grossman, secured individual rate subscriptions and electronic (internet access) journals from Elsevier using false names and addresses, and arranged for delivery of the print and electronic journals to Pierre Grossman at the previously mentioned addresses. Pierre Grossman then resold, or caused PTI, and/or IBIS to resell, the individual rate paper and electronic journals to institutions at higher rates.

67. The predicate acts of mail fraud and wire fraud, described above, constitute overt acts of the foregoing conspiracy in violation of 18 U.S.C. § 1962(d), by reason of which Elsevier has suffered a loss of subscription revenue and other revenue that constitutes damage to its business or property.

68. Elsevier is entitled to recover three times the damage to its business or property.

**THIRD CLAIM FOR RELIEF**  
**(Common Law Fraud Against All Defendants)**

69. Elsevier repeats the paragraphs numbered 1 to 68 with the same force and effect as if set forth in full.

70. Pierre Grossman and the Subscribing Defendants purchased individual subscriptions from Elsevier by representing and warranting the then-presently existing fact that each of the individual subscriptions was for the account and use of no more than one identified eligible individual subscriber for valid personal use.

71. Each such representation and warranty was false and misleading because defendants, at all material times, knew at the time each subscription was placed that the subscription would be resold to institutions, at a substantial profit.

72. Pierre Grossman and the Subscribing Defendants made these misrepresentations intending to deceive Elsevier.

73. The misrepresentations were material to the decisions of Elsevier to sell subscriptions to Pierre Grossman and the Subscribing Defendants. Elsevier relied upon these misrepresentations in selling the individual subscriptions. Elsevier would not have sold individual subscriptions to Pierre Grossman and the Subscribing Defendants if it had known that the individual subscriptions were not, in fact, for the account and use of no more than one identified eligible individual subscriber for valid personal use.

74. As a proximate result of the defendants' fraudulent conduct, Elsevier has been damaged.

75. As set forth in this Complaint, PTI and IBIS are vicariously liable for the fraud of Pierre Grossman and certain other defendants.

**FOURTH CLAIM FOR RELIEF**  
**(Conspiracy to Defraud Against All Defendants)**

76. Elsevier repeats paragraphs 1 to 75 with the same force and effect as if set forth in full.

77. Upon information and belief, Pierre Grossman, PTI, IBIS, and the Subscribing Defendants conspired to defraud Elsevier by purchasing individual subscriptions to its journals and reselling them to institutions.

78. Pierre Grossman committed overt acts in furtherance of the conspiracy, including but not limited to selling to institutions the journals that Pierre Grossman and the other Subscribing Defendants purchased through individual subscriptions.

79. The Subscribing Defendants committed overt acts in furtherance of the conspiracy, including but not limited to placing orders for individual subscriptions to the journals

published by Elsevier.

80. PTI and IBIS each committed overt acts in furtherance of the conspiracy, including but not limited to reselling the fraudulently obtained individual journal subscriptions to institutional users.

81. As a proximate result of the defendants' fraudulent conduct, Elsevier has been damaged.

82. PTI and IBIS are vicariously liable for the acts of Pierre Grossman and certain other defendants.

**FIFTH CLAIM FOR RELIEF**  
**(Breach of Contract Against Pierre Grossman and the Subscribing Defendants)**

83. Elsevier repeats paragraphs 1 to 82 with the same force and effect as if set forth in full.

84. Pierre Grossman and the Subscribing Defendants, by purchasing individual subscriptions, entered into contracts with Elsevier. Those contracts prohibited Pierre Grossman and the Subscribing Defendants from reselling the journals obtained through an individual subscription to an institution.

85. By reselling the journals obtained through an individual subscription, Pierre Grossman and the Subscribing Defendants breached their contracts with Elsevier.

86. As a proximate result of the defendants' breach, Elsevier has been damaged.

**SIXTH CLAIM FOR RELIEF**  
**(Conversion Against All Defendants)**

87. Elsevier repeats paragraphs 1 to 86 with the same force and effect as if set forth in full.

88. By obtaining possession of the journals fraudulently and unlawfully, defendants

have converted Elsevier's property.

89. As a result of such conversion, Elsevier suffered damages as alleged above and defendants have been unjustly enriched.

WHEREFORE, Elsevier respectfully requests that this Court enter judgment, awarding it:

- A. Compensatory damages in an amount to be determined at trial;
- B. Treble damages pursuant to 18 U.S.C. § 1964;
- C. Prejudgment interest;
- D. Punitive damages;
- E. A mandatory injunction compelling defendants to fully and accurately disclose the end user of each journal to which any of them procured a subscription;
- F. Costs and reasonable attorneys' fees; and
- G. Such other and further relief as the Court deems just and proper.

SILLS CUMMIS & GROSS P.C.  
30 Rockefeller Plaza  
New York, New York 10020  
(212) 643-7000  
*Attorneys for Plaintiffs Elsevier Inc.,  
Elsevier B.V., Elsevier Ltd., and Elsevier  
Masson SAS*

By:   
JASON L. JURKEVICH

Dated: New York, New York  
February 3, 2014

# **EXHIBIT A**





H	I						J	K
1	Customer HQ Description	Customer Address in Full					Customer Country	Customer E-mail
2	Non Inst Print Customers	M Felipe Garcia	Cx Postal 31220	R Peixoto Gomide 209	01309-970 Sao Paulo Sp	Brazil	Brazil	
3	Non Inst Print Customers	Roberto Saad	31260 Cx Postal	01309970 Sao Paulo	Brazil	Brazil	Brazil	
4	Non Inst Print Customers	Roberto Saad	31260 Cx Postal	01309970 Sao Paulo	Brazil	Brazil	Brazil	
5	Non Inst Print Customers	Robert Saad	Rua Pres. Antonio Candido, 350	Apto. 102	Sao Paulo Sp	Brazil	Brazil	roberto.saad@yahoo.com
6	Non Inst Print Customers	Soc De Ensino Superior Do	Ceara Sesse	Paulo Biblioteca	Rua V Linhares Aldeota 308	Fortaleza Ce	60135-270 Brazil	impert@pti.com.br
7	Non Inst Print Customers	Ana Domingas	Rua Mal. Deodoro 1099	13020-904 Campinas Sp	Brazil	Brazil	Brazil	
8	Unassigned Addresses	Pierre Grossmann	100 Hilton Ave	Unit 23m	Garden City	New York, Usa	United States	cpgross@gmail.com
9		EDUARDO SANTOS RUA PAMPLONA CX POSTAL 72674 Sao Paulo					Brazil	
10		EDUARDO SANTOS RUA PAMPLONA CX POSTAL 72674 Sao Paulo					Brazil	
11	Non Inst Print Customers	Ruth Pfingst	Rua Godoi Coloco 18	Brooklyn Sp	Brazil	Brazil	Brazil	
12	Unassigned Addresses	Pierre Grossmann	100 Hilton Ave	Unit 23m	Garden City	New York, Usa	United States	cpgross@gmail.com
13	Non Inst Print Customers	Andreia Ferreira	Rod Mg Km 45 431 Cx P 100	35680-142 Itauna Mg	Brazil	Brazil	Brazil	
14	Non Inst Print Customers	Andreia Ferreira	Rod Mg Km 45 431 Cx P 100	35680-142 Itauna Mg	Brazil	Brazil	Brazil	
15	Unassigned Addresses	Eduardo Santos	Rua Herculano De Freitas 390	01308-020 Sao Paulo	Brazil	Brazil	Brazil	
16	Non Inst Print Customers	Ernani De Moura Junior	Av Nascimento De Castro 1597	59054 Lagoa Nova, Natal Rn	Brazil	Brazil	Brazil	
17	Unassigned Addresses	Mr Pierre Grossmann	100 Hilton Ave Unit M23	Garden City Ny 11530-1578	United States Of America	United States	info@pti.com.br cpgross@gmail.com	
18	Non Inst Print Customers	Fabiana A.P. De Paula	Rodov Br 153 Area01-05 Km 07	74000-000 Goiania Go	Brazil	Brazil	Brazil	
19	Non Inst Print Customers	Roberto Saad	31260 Cx Postal	01309970 Sao Paulo	Brazil	Brazil	Brazil	
20		Ruth Pfingst	Rua Godoi Coloco 18	Brooklyn Sp	Brazil	Brazil	Brazil	aluisa@publicaçãostecnicas.com.br
21	Non Inst Print Customers	Fabiana A.P. De Paula	Rodov Br 153 Area01-05 Km 07	74000-000 Goiania Go	Brazil	Brazil	Brazil	
22	Non Inst Print Customers	Ana Domingas	Rua Mal. Deodoro 1099	13020-904 Campinas Sp	Brazil	Brazil	Brazil	
23	Non Inst Print Customers	Robert Saad	Rua Pres. Antonio Candido, 350	Apto. 102	Sao Paulo Sp	Brazil	Brazil	roberto.saad@yahoo.com
24	Non Inst Print Customers	Ana Domingas	Rua Mal Deodoro 1099	Campinas Sp	Brazil	Brazil	Brazil	
25		Pierre Grossmann	100 Hilton Ave	Unit 23m	Garden City	New York, Usa	United States	cpgross@gmail.com
26	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
27	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
28	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
29	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
30	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
31	Brazilian Inst Applied Econ Res	Inst Pesquisa Econ Aplicada	Biblioteca-M Emilia Veiga	Ed Bndes Subsolo Qd 1 Bl J-2	Brasilia-Df 70076-900	Brazil	Brazil	
32	Unassigned Addresses	Mr Pierre Grossmann	100 Hilton Ave Unit M23	Garden City Ny 11530-1578	United States Of America	United States	info@pti.com.br cpgross@gmail.com	
33	Non Inst Print Customers	Elcio Jose	R Comendador E Ferrari 28	Sao Paulo	Brazil	Brazil	Brazil	
34	Non Inst Print Customers	Ana Domingas	Rua Mal Deodoro 1099	Campinas Sp	Brazil	Brazil	Brazil	
35	Non Inst Print Customers	Carla Viviane Prost	Rua Prof Pedro V P Souza 5300	Curitiba Pr	Brazil	Brazil	Brazil	
36	Non Inst Print Customers	Robert Saad	Rua Pres. Antonio Candido, 350	Apto. 102	Sao Paulo Sp	Brazil	Brazil	roberto.saad@yahoo.com
37	Non Inst Print Customers	Ana Domingas	Rua Mal Deodoro 1099	Campinas Sp	Brazil	Brazil	Brazil	
38	Non Inst Print Customers	Ernani, De Moura Jr	Av Nascimento De Castro 1597	Lagoa Nova	Natal Rn	Brazil	Brazil	
39	Non Inst Print Customers	Ernani, De Moura Jr	Av Nascimento De Castro 1597	Lagoa Nova	Natal Rn	Brazil	Brazil	
40								cpgross@gmail.com
41	Unassigned Addresses	Elizangela	Caixa Postal 67561	03102-970 Sao Paulo Sp	Brazil	Brazil	Brazil	
42	Unassigned Addresses	Pierre Grossmann	100 Hilton Ave	Unit 23m	Garden City	New York, Usa	United States	cpgross@gmail.com
43	Non Inst Print Customers	Ana Domingas	Rua Mal Deodoro 1099	Campinas Sp	Brazil	Brazil	Brazil	
44	Non Inst Print Customers	Ernani, De Moura Jr	Av Nascimento De Castro 1597	Lagoa Nova	Natal Rn	Brazil	Brazil	
45	Unassigned Addresses	Mr Pierre Grossmann	100 Hilton Ave Unit M23	Garden City Ny 11530-1578	United States Of America	United States	info@pti.com.br cpgross@gmail.com	
46	Non Inst Print Customers	Regina Moretti	Av Parigot De Souza 3636	85903-170 Toledo Pr	Brazil	Brazil	Brazil	
47	Non Inst Print Customers	Roberto Saad	31260 Cx Postal	01309970 Sao Paulo	Brazil	Brazil	Brazil	
48	Non Inst Print Customers	Carla Viviane Prost	Rua Prof Pedro V P Souza 5300	Curitiba Pr	Brazil	Brazil	Brazil	
49	Non Inst Print Customers	Carla Viviane Prost	Rua Prof Pedro V P Souza 5300	Curitiba Pr	Brazil	Brazil	Brazil	
50		Mr R Saad Caixa Postal 72674 01405 Sao Paulo					Brazil	
51	Non Inst Print Customers	Joao Hecker Filho	Rua Herculano De Freitas 390	Sao Paulo Sp	Brazil	Brazil	Brazil	
52								
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